

Appl. No. 10/020,585
Amdt. dated August 16, 2006
Reply to Office Action of March 28, 2006

Atty. Ref. 83365.0001
Customer No. 26021

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Remarks/Arguments

Reconsideration of this application is requested.

Extension of Time

A request for a two month extension of the period for response to the office action mailed on March 28, 2006 is enclosed. The extended period for response expires on August 28, 2006.

Claim Status

Claims 1-20 were previously presented. Claims 1, 7, 9, 10, 14 and 19 are amended. Claims 3-6, 8, 11-13 and 15-18 are canceled, without prejudice. Claims 1, 2, 7, 9, 10, 14, 19 and 20 are now pending.

Claim Rejections

Claims 1-20 are rejected under 35 USC 103(a) as obvious over Landsman (US 6,880,123) in view of Reilly (US 5,740,549). In response, independent claims 1, 7, 14 and 19 are amended to clearly distinguish over Landsman and Reilly. Each of the independent claims now recites the following important features:

- a browser displays content obtained from the information provider server *in one window of a plurality of windows* in which tasks are executed and simultaneously displayed on a computer terminal;
- when no entering operation is executed in the one window for a predetermined period of time, *even when an entering operation is executed in other windows*, delivery information (i.e. advertising information) obtained from the predetermined server is displayed in the one window; and
- the display of the delivery information in the one page *does not cause change of information displayed in the other windows*.

Thus, as shown in Figure 5 and described at page 18, line 31 to page 19, line 6 of applicant's specification, an advertisement may be displayed in a first web

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screen 61 which has had no activity for the predetermined period of time, while other tasks are executed in other screens such as screen 62. The display of the advertisement in web screen 61 does not affect or change the display in screen 62, and user access to and operations in screen 62 has no bearing on the judgment as to whether the predetermined period of time has passed without entering operations in web screen 61. Independent claims 1, 7, 14 and 19, as amended, capture these features.

These features are not disclosed by Landsman and Reilly. The Action acknowledges that Landsman fails to disclose changing the display of the web page after it is judged that a predetermined period of time has passed. Reilly is cited as providing such teaching. However, Reilly merely discloses a refinement of a standard screen saver. After passage of a specified period of time without any user input, Reilly invokes a screen saver such as that shown in Figure 6 that includes new information of interest to the user in areas 230a-230c of the screen, as well as advertising in area 232 of the screen. The entire screen is replaced with the screen saver, and the screen saver is terminated on detection of user input (see, e.g., Reilly cols. 11 and 12).

The present invention, by contrast, individually monitors activity in each window of a plurality of windows in which a browser application is executing and, when no activity occurs in one of the windows for a predetermined period of time, displays the advertisement in that window without impacting the displays of the other windows. And, the advertisement is displayed in the inactive web window even when the user carries out entering operations in other windows. That is, when the predetermined page in which the tag was embedded remains untouched for a predetermined period, the browser application gains the data from information providing server and display the contents.

This is a critical distinction with respect to the effectiveness of the advertising. In Reilly, the advertisements are effectively displayed only when the user is away from the computer, i.e., during times when there is no user input.

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User input in any form, and without distinguishing whether the input occurs in certain pages or tasks, causes termination of the screen saver (and the displayed advertisement). In the present invention, by contrast, a user can be in front of the computer, actively operating in one web screen or other application window, while an advertisement is displayed in another web screen window which the user has opened but has not used for sometime. Thus, the user is exposed to the advertisement while at the computer and actively engaged.

These important and novel features are not disclosed or suggested by Landsman, Reilly or any other references of record. Accordingly, claims 1, 7, 14 and 19, and claims 2, 9, 10 and 20 dependent thereon, are not obvious over Landsman in view of Reilly. The rejections under 35 USC 103(a) should be withdrawn.

Conclusion

This application is now believed to be in condition for allowance. The Examiner is invited to telephone the undersigned to resolve any issues that remain after entry of this amendment. Any fees due with this response may be charged to our Deposit Account No. 50-1314.

Respectfully submitted,
HOGAN & HARTSON L.L.P.

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